

## **EXHIBIT 1-D**



Via UPS Overnight

July 31, 2018

Ronald J. Lillard, Member and Guarantor  
Empyrean Auto Group, LLC  
3615 Padre Island Drive  
Corpus Christi, TX 78415

Pete Martinez, Jr., Member and Guarantor  
Basin Subaru, LLC  
2800 Wall Street  
Midland, TX 79703

Re: Indebtedness of Empyrean Auto Group, LLC and Basin Subaru, LLC (collectively, the "Borrowers") to Santander Bank, N.A. ("Santander")

Gentlemen:

Reference is made to the Floorplan Financing and Security Agreement, dated October 3, 2017 as modified or amended from time to time ("Floorplan Agreement") between the Borrowers and Santander Bank. Capitalized terms used but not defined in this letter are intended to have the meanings set forth in the Floorplan Agreement.

Events of Default have occurred in that, among other defaults, each of the Borrowers has failed to make payments when due. This letter constitutes formal notice to the Borrowers of the occurrence of the Events of Default.

Effective as of the date of this letter, Santander has elected to increase the rate of interest charged on the unpaid principal balance of Advances to the default rate of interest provided for in the Floorplan Agreement, which is 5.00% per annum greater than the otherwise applicable rate (the "Default Interest Rate").

Nothing contained in this letter is intended as a waiver or release of any of the terms or provisions of the Floorplan Agreement or of any and all other agreements between Santander and the Borrowers (the "Loan Documents"). Santander reserves all rights and remedies available to it under the Loan Documents, and applicable law, all of which are expressly hereby reserved. No discussions between Santander and the Borrowers concerning this notification, other loan relationships between Santander and the Borrowers, or any other matter shall imply an agreement on the part of Santander to waive any of its rights and remedies or to forbear from taking any action authorized by the Loan Documents or applicable law, whether or not such discussions may be continuing. Any delay or forbearance by Santander in the enforcement or pursuit of any of its rights and remedies under the Loan Documents or applicable law shall not constitute a waiver thereof, nor shall it be a bar to the exercise of Santander's rights or remedies at a later date.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Emmons", written over a horizontal line.

Bertin C. Emmons  
Senior Counsel